

DRAFT
CITY OF WHITE SALMON
ORDINANCE NO. 2023-09-1141

**AN ORDINANCE CREATING WSMC CHAPTER 5.10 TENANT PROTECTIONS TO
THE MUNICIPAL CODE OF THE CITY OF WHITE SALMON, WASHINGTON.**

WHEREAS, the City Council has seen the impacts of the rental business in the nation, the State of Washington and locally in the City of White Salmon; and

WHEREAS, it has become increasingly difficult for renters, a majority of which are working households, to secure affordable rental housing in the City of White Salmon; and

WHEREAS, the City of White Salmon proposes tenant protections to assist in minimizing the growing burden associated with housing for renters; and

WHEREAS, the City Council has held a Public Hearing for Ordinance 2023-05-1141 at its regularly scheduled meetings May 17, 2023, and revised Ordinance 2023-09-1141 on September 6, 2023; and

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF WHITE SALMON
DO ORDAIN AS FOLLOWS:**

SECTION 1. ADDING CHAPTER 5.10 Tenant Protections. White Salmon Municipal Code (WSMC) Chapter 5.10 Tenant Protections is hereby added.

WSMC 5.10 Tenant Protections

5.10.010 Purpose and Intent

The purpose of this chapter is to establish regulations supporting housing security to reduce houselessness and to establish standards and enforcement mechanisms as they relate to rental housing within the municipal boundaries of the City of White Salmon. It is the intent of the White Salmon City Council to maintain healthy, vibrant, and diverse neighborhoods within the City of White Salmon. The regulations contained in this chapter balance the needs of the landlord, tenant, and the City of White Salmon to ensure safe, healthy, and thriving rental housing within the City's municipal boundaries. The City recognizes that the renting of residential property is a commercial venture where owners and landlords must evaluate risk, profit, and loss. Providing housing for White Salmon's residents directly impacts quality of life at the most basic level, and therefore requires regulations to ensure that this commercial venture is equitably undertaken. This chapter helps ensure housing security for current and future residents within the City of White Salmon.

5.10.020 Definitions

Unless the context clearly requires otherwise, the definitions in this section apply throughout this chapter:

- A. "Days" means calendar days unless otherwise provided.
- B. "Dwelling unit" means a structure or part of a structure used as a home, residence, or sleeping place by one or more persons maintaining a common household, including, but not limited to, single-family residences and units of multiplexes, apartment buildings, mobile homes, and rooms for which occupancy is authorized by a written or oral rental agreement.
- C. "Landlord" means a landlord as defined in and within the scope of RCW [59.18.030](#) and RCW [59.18.040](#) of the Residential Landlord Tenant Act of 1973 ("RLTA") in effect at the time the rental agreement is executed or occurs. As of the effective day of this ordinance, the RLTA defines "landlord" as "the owner, lessor, or sub-lessor of the dwelling unit or the property of which it is a part, and in addition means any person designated as representative of the owner, lessor, or sub-lessor including, but not limited to, an agent, a resident manager, or a designated property manager."
- D. "Occupancy" means the formal designation of the primary purpose of the building structure or portion thereof.
- E. "Owner" means the owner of record as shown on the last Klickitat County tax assessment roll or such owner's authorized agent.
- F. "Rent" or "rental amount" means recurring and periodic charges identified in the rental agreement for the use and occupancy of the premises, which may include charges for utilities. These terms do not include nonrecurring charges for costs incurred due to late payment, damages, deposits, legal costs, or other fees, including attorneys' fees. PROVIDED, however, that if, at the commencement of the tenancy, the landlord has provided an installment payment plan for nonrefundable fees or deposits for the security of the tenant's obligations and the tenant defaults in payment, the landlord may treat the default payment as rent owing.
- G. "Rental agreement" means all agreements which establish or modify the terms, conditions, rules, regulations, or any other provisions concerning the use and occupancy of a dwelling unit.
- H. "Tenant" means any person who is entitled to occupy a dwelling unit primarily for living or dwelling purposes under a rental agreement.

5.10.030 Rent Increase Notification

- A. A landlord may not increase the rent of a tenant by more than 10 percent of the rent unless the landlord has provided the tenant with notice of the rent increase at least 180 days before such increase takes effect.
- B. Pursuant to RCW [59.18.140](#), if the rental agreement governs a subsidized tenancy where the amount of rent is based on the income of the tenant or circumstances specific to the subsidized household, a landlord shall provide a minimum of 30 days' prior written notice of an increase in the amount of rent to each affected tenant.
- C. Any notice of a rent increase required by this section must be served in accordance with RCW [59.12.040](#). Notice of any rental increase of ten percent or less may be served in accordance with RCW [59.12.040](#).

5.10.060 Violations

- A. Any tenant claiming from any violation of this chapter shall be required to contact a non-profit mediation dispute resolution service to request a mediation meeting with their landlord. If the landlord refuses mediation services or is unable to reach an agreement with their tenant, the landlord will be subject to section B, C and D of this section.
- B. Any tenant claiming from any violation of this chapter may independently bring an action in Klickitat County Superior Court or in any other court of competent jurisdiction to enforce the provisions of this chapter and is entitled to all remedies available at law or in equity appropriate to remedy any violation of this chapter, including declaratory or injunctive relief.
- C. A landlord who violates this chapter is liable to the tenant in an action brought by the tenant under subsection B, above, for: (1) any actual damages incurred by the tenant as a result of the landlord's violation or violations of this chapter; (2) double the amount of any security deposit unlawfully charged or withheld by the landlord; and (3) reasonable attorney fees and costs incurred by the tenant in bringing such action.
- D. A landlord's failure to comply with any of the provisions of this chapter is a defense in any legal action brought by the landlord to recover possession of the dwelling unit.

SECTION 3. SEVERABILITY. If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of any other section, sentence, clause, or phrase of this ordinance.

SECTION 4. EFFECTIVE DATE. This ordinance shall take effect five (5) days after passing and publication of an approved summary consisting of the title.

PASSED in regular session this 20th day of September, 2023.

Marla Keethler, Mayor

Attest:

Approved as to form:

Stephanie Porter, Clerk/Treasurer

Shawn MacPherson, City Attorney